



Randon S.A. Implementos e Participações

CNPJ/MF Nº 89.086.144/0011-98

NIRE 43.3.0003268-0

MINUTES OF THE BOARD OF DIRECTORS' MEETING Nº. 873

- 1. DATE, TIME AND VENUE:** March 21, 2019, at 7:30 a.m. at the headquarters of RANDON S.A.- Implementos e Participações (“Company”) located in the City of Caxias do Sul, State of Rio Grande do Sul, on Abramo Randon Ave., nº. 770, CEP (ZIP CODE) 95055-010.
- 2. ATTENDANCE:** The majority of the Board of Directors members. The Board member Pedro Ferro Neto, who resides abroad, unable to attend, has sent, in writing, his vote agreeing with the decision made by the other members, thus totaling the position of all Board members.
- 3. PRESIDING BOARD:** Alexandre Randon (Chair) and Hugo Eurico Irigoyen (Secretary).
- 4. MEETING’S AGENDA.** To resolve on (i) the authorization to carry out the 7th (seventh) issue, by the Company, of single debentures, non-convertible into shares, unsecured, in a single series (7th Issue) and “Debentures of the 7th Issue” respectively), for public distribution with restricted placement efforts, pursuant to CVM – Securities and Exchange Commission (“CVM”) no. 476, of January 16, 2009, as amended (CVM Instruction 476) and “Offering of the 7th Issue”, respectively), as well as on the authorization about its main terms and conditions; (ii) authorization for the Company to carry out the early redemption of all debentures issued under its 2nd issue of single debentures, non-convertible into shares, in a single series, unsecured, for public distribution with restricted placement efforts (“Debentures of the 2nd Issue”) and “2nd Issue”, respectively, with no payment of any premium; (iii) authorization for the Company to pay, in advance, the amortization installment under its 3rd issue of single debentures, non-convertible into shares, in a single series, unsecured, for public distribution with restricted efforts (“Debentures of the 3rd Issue” and “3rd Issue”, respectively); (iv) authorization for the Directors of the Company to take, as provided for in the Company’s By-Laws, all measures required to execute and formalize the resolutions above, including but not limited to the signing of all the instruments



necessary for such and for its eventual amendments; and (v) the ratification of the acts that have already been taken by the Executive Board, in line with the deliberations above.

5. RESOLUTIONS: The Board of Directors members of the Company, without any restrictions, unanimously approved the following:

5.1. approve the main terms and conditions of the 7TH Issue and Offering of the 7th Issue, which will be formalized under the terms of the Private Instrument of Deed of the 7th Issue – Issue of Single Debentures, Single, Non-convertible into Shares, Unsecured, in a Single Series, for Public Distribution with Restricted Efforts of Randon S.A.- Implementos e Participações” (Deed of Issue of the 7th Issue), which will have, among others, the following characteristics:

5.1.1. Date of Issue: For all legal effects the date of issue of the Debentures of the 7th Issue will be April 10, 2019 (“Date of Issue”).

5.1.2. Number of the Issue: This will be the 7th (seventh) issue of debentures by the Company;

5.1.3. Number of Series: The 7th Issue will be held in a single series;

5.1.4. Total Amount of the Issue: The total amount of the Issue will be of R\$ 400,000,000.00 (Four hundred million Reais) on the Date of Issue (“Total Amount of Issue”);

5.1.5. Number of Debentures: 400,000 (Four hundred thousand) debentures will be issued;

5.1.6. Nominal Unit Value: The Debentures of the 7th Issue will have the unit nominal value of R\$ 1,000.00 (One thousand Reais) at the Date of Issue (“Nominal Unit Value”);

5.1.7. Type and Form: The Debentures of the 7th Issue will be issued in registered, book-entry form, without issuing certificates;

5.1.8. Class: The Debentures of the 7th Issue will be of the unsecured type, pursuant to Article 58, *caput*, of the Brazilian Corporation Law, without real or fiduciary guarantee, or any segregation of the assets of the Company as guarantee to the Debenture



Holders in the event judicial or extrajudicial execution of the Company's obligations is needed, as a result of the 7th Issue of Debentures, and not granting to the Debenture Holders any privilege, either special or general;

5.1.9. Convertibility. The Debentures of the 7th Issue will be single, non-convertible into shares, issued by the Company;

5.1.10. Term and Maturity Date: Subject to the possibility of early redemption of all Debentures of the 7th Issue, and/or early maturity of the obligations arising from the Debentures of the 7th Issue, under the terms to be established in the Deed of Issue of the 7th Issue, the Debentures of the 7th Issue will have a maturity of 7 (seven) years from the Date of Issue, thus maturing on April 10, 2016 ("Maturity Date");

5.1.11. Remuneration Interest on Debentures : On the Nominal Unit Value or on the balance of the Nominal Value of each Debenture of the 7th Issue, as the case may be, interest corresponding to 100% (one hundred percent) of the accumulated variation of the average daily rates of DI - Interbank Deposits of 1 (one) day, "over extra-group", expressed as a percentage per year, 252 days base (two hundred and fifty-two) Working Days, calculated and published daily by B3 in the daily bulletin available on its website (<http://www.B3.com.br>) (DI Rate), added exponentially of a surcharge of 1.20% (an integer and twenty hundredths of a percent) a year, calculated cumulatively and exponentially *pro rata temporis*, by Working Days elapsed since the First Payment Date (as defined below) of the Debentures of the 7th Issue, or Date of Payment of the Remuneration interest immediately preceding, as the case may be, to the date of the effective payment ("Remuneration"). Without prejudice to payments due to the early redemption of the Debentures of the 7th Issue and/or of the early maturity of the obligations resulting from the Debentures of the 7th Issue, Remuneration will be paid semi-annually from the Date of Issue, with the first payment to be made on October 10, 2019 and the last payment on the Date of Maturity, on the dates to be established in the Deed of the 7th Issue (each, the "Date of Remuneration Payment").

5.1.12. Monetary Restatement of Debentures: the Nominal Value or the balance of Nominal Unit Value of each of the Debentures of the 7th Issue, as the case may be, will not be monetarily restated.

5.1.13. Amortization of Debentures: The Nominal Value of the Debentures of the 7th Issue will be amortized in 3 (three) equal, annual and successive installments, starting



from the fifth (5th) year, inclusive, as of the Date of Issue, the first amortization being due on April 10, 2024 and the last amortization being due on the Date of Maturity, or on the date of the early settlement resulting from an early maturity of the Debentures of the 7th Issue, due to the occurrence of one of the Default Events (as defined below), or the early redemption of all the Debentures of the 7th Issue, in the terms to be established in the Deed of Issue.

5.1.14. Term and Form of Subscription and Payment, and Payment Price. The Debentures of the 7th Issue will be subscribed and paid-up at sight, in local currency, at the time of subscription, at the Nominal Unit Price of the Debentures of the 7th Issue, being considered the "First Payment Date" the date of the first subscription and payment of the Debentures of the 7th Issue. In the event the Debentures of the 7th Issue are paid in more than one date, the subscription price for the Debentures of the 7th Issue that were paid after the First Payment Date will be the Nominal Unit Price plus the Remuneration, calculated prorata temporis from the First Payment Date of the Debentures of the 7th Issue until the date of its effective payment. The debentures may be placed at a premium or at a discount, to be defined, as the case may be, at the time of subscription of the Debentures, provided that it is applied to all Debentures.

5.1.15. Subscription Term: The subscription of the Debentures of the 7th Issue – under the Offering of the 7th Issue - by Professional Investors, shall be done within 24 (twenty-four) months, at the most, as of the date of delivery, by the Leading Coordinator, of the notice of beginning of the Offering of the 7th Issue.

5.1.16. Payment Location: Payments related to the Debentures of the 7th Issue and any other amounts that may be owed by the Company under the terms agreed in the Deed of the 7th Issue, shall be made: (i) by the Company, with respect to payments related to the Nominal Unit Value, to Remuneration, the Optional Early Redemption Prize (as defined below) and the Late Charges (as defined below), in relation to the Debentures of the 7th Issue that are electronically guarded in B3, through B3; or (ii) by the Company, with respect to the Debentures of the 7th Issue that are not electronically guarded in B3, through the bookkeeper (as per definition to be included in the Deed of the 7th Issue) or at its headquarters, as the case may be

5.1.17. Preemptive Right: There will be no preemptive rights for the subscription of the Debentures of the 7th Issue by the current shareholders of the Company.



5.1.18. Programmed Renegotiation: The Debentures of the 7th Issue will not be subject to scheduled renegotiation.

5.1.19. Optional Early Redemption. Subject to the provisions set forth in the Deed of the 7th Issue, the Company may, at its sole discretion, perform, at any time as of the First Payment Date, the optional early redemption of all Debentures of the 7th Issue (with partial redemption being prohibited), with the consequent cancellation of such Debentures of the 7th Issue ("Optional Early Redemption"). The amount to be paid in respect of each Debenture of the 7th Issue - of the Optional Early Redemption - will be the Nominal Unit Value, or the balance of the Nominal Unit Value, as applicable, plus Remuneration, calculated *prorata temporis* from the First Payment Date or the immediately preceding Remuneration Payment Date, as the case may be, up to the effective payment date, plus a flat premium incident on the redemption amount (and the amount of the redemption means the Nominal Unit Value or the balance of the Nominal Unit value of the Debentures of the 7th Issue, as applicable, plus Remuneration, calculated *prorata temporis* from the First Payment Date or the immediately preceding Remuneration Payment Date, as the case may be, until the effective payment date), as per table below.

Periodicity of the Optional Early Redemption	Flat Premium of the Optional Early Redemption
Between the First Payment Date (exclusive) and September 28, 2021 (inclusive).	1.50% flat
Between September 29, 2021 (inclusive) and September 28, 2023 (inclusive).	1.20%
From September 29, 2023 (inclusive) to the Date of Maturity (exclusive).	0.90%

5.1.20. Optional Early Redemption Offering: The Company may carry out, at any time, from the First Payment Date, the Optional Early Redemption Offering, total or partial, of the Debentures of the 7th Issue, with the consequent cancellation of such Debentures of the 7th Issue, which shall be addressed to all Debenture holders, without distinction, thus ensuring equal conditions to all Debenture Holders, as established by the Company, to accept the early redemption of the Debentures of the 7th Issue that they hold, according to the terms and conditions that may be provided in the Deed of Issue of the 7th Issue ("Optional Early Redemption Offering"). The amount to be paid in relation to each of the Debentures of the 7th Issue, indicated by their respective holders



in adherence to the Optional Early Redemption Offering, shall be equivalent to the Nominal Unit Value, or to the balance from the Nominal Unit Value, as the case may be, plus (a) of the Remuneration, calculated *pro rata temporis* from the First Payment Date or the immediately preceding Remuneration payment date, as applicable, until the date of the actual payment; and (b) if applicable, an early redemption premium to be offered to the Debenture Holders at the sole discretion of the Company, which may not be negative.

5.1.21. Optional Acquisition: The Company may, at any time, upon the publication of a 30-day prior notice, acquire Debentures of the 7th Issue, provided that it complies with the provisions of article 55, paragraph 3 of the Brazilian Corporation Law, articles 13 and 15 of CVM Instruction 476, and CVM's applicable regulations.

5.1.22. Optional Early Amortization: The Company may not, voluntarily, carry out the voluntary early amortization of the Debentures of the 7th Issue.

5.1.23. Early Maturity: The Deed will establish the events that will result in the early maturity of the Debentures of the 7th Issue, negotiated and defined by common agreement between the Company, the Trustee (as defined below) and the Leading Coordinator (as defined below), and according to the usual market practices for operations of this nature (each event, a "Default Event"). In the event of a Default Event and provided that the curing periods, minimum values and quorums to be provided in the Deed of Issue of the 7th Issue are met, as applicable, the Fiduciary Agent (as defined below) shall declare due, in advance, the obligations of the Debentures of the 7th Issue, and demand the immediate payment, by the Company, of the Nominal Unit Value of the Debentures of the 7th Issue, as applicable, plus the Remuneration, calculated *pro rata temporis* from the First Payment Date of the Debentures of the 7th Issue or from the payment date of the immediately preceding Remuneration, as the case may be, to the date of actual payment, without prejudice, when applicable, to the Late Charges.

5.1.24. Placement and Distribution Procedure: The Debentures of the 7th Issue will be object of a public offering with restricted efforts, under the terms of Law n^o. 6.385, of December 7, 1976, as amended, Instruction CVM 476 and other applicable legal and regulatory provisions, under the system of firm guarantee of placement for the Total



Value of the 7th Issue ("Firm Guarantee"), pursuant to the "Agreement for the Coordination and Public Distribution of Single Debentures, Non-Convertible into Shares, Unsecured, in a Single Series, of the 7th Issue of Debentures of Randon SA Implementos e Participações", to be entered into between the Company and the intermediary financial institution that is part of the securities distribution system ("Leading Coordinator" and "Distribution Agreement", respectively). The Leading Coordinator, upon the express and prior consent of the Company, will organize the distribution plan for the Debentures of the 7th Issue, in compliance with the provisions of CVM Instruction 476. To this end, the Leading Coordinator may access up to a maximum of 75 (seventy-five) investors, as described in CVM Instruction 476, being possible the subscription or acquisition by a maximum of 50 (fifty) investors (as described in CVM Instruction 476).

5.1.25. Fiduciary Agent: The fiduciary agent hired as representative of the holders of the Debentures of the 7th Issue is *Oliveira Trust Distribuidora de Títulos e Valores Mobiliários S.A* ("Fiduciary Agent").

5.1.26. Distribution, Negotiation and Electronic Custody: The Debentures of the 7th Issue will be deposited for (i) public distribution in the primary market through the MDA, managed and operated by B3, and the distribution will be financially settled through B3; and (ii) electronic trading and custody in the secondary market through CETIP 21 – Títulos e Valores Mobiliários (Securities) ("CETIP21"), also managed and operated by B3, with the negotiations settled financially and the Debentures of the 7th Issue electronically guarded in B3. The Debentures of the 7th Issue may only be traded, as provided for in articles 13 and 15 of CVM Instruction 476, on regulated securities markets after ninety (90) days from the date of each subscription or acquisition by the investors (as qualified in CVM Instruction 476), and once it has been verified the compliance, by the Company, of the obligations provided for in article 17 of CVM 476, without prejudice to the batch of Debentures of the 7th Issue – object of the Firm Guarantee executed by the Leading Coordinator - irrespective of the time/term herein foreseen. However, (i) the acquirer of the Debentures of the 7th Issue, subscribed by the Leading Coordinator at the subsequent negotiation, shall follow the negotiation restriction above-referred, of 90 (ninety) days counted from the data of the Firm Guarantee, and the other legal and regulatory dispositions applicable, and (ii) the Leading Coordinator shall follow the limits and conditions provided for in articles 2nd.



And 3rd of CVM Instruction 476, and the other legal and regulatory provisions applicable.

5.1.27. Allocation of Funds: The Company's net proceeds from the Issue will be fully utilized for: (i) the total early redemption of the Debentures issued by the Company, within the 2nd Issue; (ii) payment, in advance, by the Company, of the amortization installment within the 3rd Issue; and (iii) roll-over of the Company's debts.

5.1.28. Delinquency Charges: Without prejudice to the establishment of early maturity of the Debentures of the 7th Issue, as a result of an Event of Default, if the payment of any amount due by the Company to the Debenture holders (arising from the Debentures of the 7th Issue), is late, the amount in arrears will continue to be remunerated under the Remuneration terms, and, in addition, regardless of notice, notification, or judicial or extrajudicial injunction, there will be (i) default interest of 1% (one percent) per month, calculated *pro rata temporis* from the date of default up to the effective payment date; and (ii) delinquency charge and non-compensatory fine of 2% (two percent) ("Delinquent Charges").

5.1.29. Tax Immunity: In the event that any Debenture Holder enjoys any type of immunity or tax exemption, the Debenture Holder shall forward to the Company and to the Settlement Bank (as per definition to be included in the Deed of the 7th Issue), within a minimum of 10 (ten) Business Days prior to the expected date of receipt of amounts related to the Debentures, documentation proving the said immunity or tax exemption, under the penalty of being deducted, from his/her payments, the amounts due under the current tax legislation.

The Debenture Holder who has submitted documentation proving his/her condition of immunity or tax exemption, pursuant to 5.1.29 above, and whose such condition has been altered and / or revoked by a normative provision, or who has failed to meet the conditions and requirements that may be prescribed in the applicable legal provision, or if this condition is questioned by a competent judicial, tax or regulatory authority, or who has had this condition altered and / or revoked for any reason other than those mentioned in this clause, shall communicate this fact, in a detailed way and in writing, to the Settlement Bank and to the Bookkeeper, with a copy to the Company, as well as



to provide any additional information in relation to this, that may be requested by the Settlement Bank, Bookkeeper/ and/or by the Company.

5.1.30. Extension of Time Limits: The deadlines related to the payment of any obligation arising from the Debentures of the 7th Issue, up to the first (1st) subsequent Business Day, will be considered extended if their maturity coincides with a day that is not a Business Day, or with any day in which the Banks in the City of Caxias do Sul, State of Rio Grande do Sul, and in the City of São Paulo, State of São Paulo, are closed, and so no interest or any other charge for late payment will be due, except for cases whose payments are to be made through B3, in which case there will only be an extension when the payment date coincides with a declared national holiday, Saturday or Sunday.

5.2. To authorize the Company to redeem all the Debentures of the 2nd Issue, issued according to the "Private Instrument of the 2nd (Second) Issue of Single Debentures, Non-convertible into Shares, in a Single Series, Unsecured, for Public Distribution with Restricted Efforts of Placement, in conformity with CVM Instruction no. 476/09, of Randon S.A.- Implementos e Participações" ("Deed of the 2nd Issue"). Such redemption may be executed without the payment of any premium, provided that the terms and conditions to be submitted to the approval of the holders of the Debentures of the 2nd Issue are met.

5.3 Approve, concerning the 3rd Issue of Debentures, issued according to the "Private Instrument of the 3rd (Third) Issue of Single Debentures, Non-convertible into Shares, in a Single Series, Unsecured, for Public Distribution with Restricted Efforts of Placement, in conformity with CVM Instruction no. 476/09, of Randon S.A.- Implementos e Participações" ("Deed of the 3rd Issue") the payment in advance, by the Company, of the first installment of amortization of the Nominal Unit Value of Debentures of the 3rd Issue, due on August 1st, 2019, in such a way that such installment is paid prior to that date, on a data to be approved by the holders of the Debentures of the 3rd Issue.

5.4. Authorize the Company's Executive Board to take any and all measures and to enter into any and all necessary instruments that are necessary to carry out the resolutions approved under items 5.1, 5.2 and 5.3 above, including but not limited to



the execution of all documents and any addenda necessary for such purposes, such as (i) the Deed of the 7th Issue and its addenda, and (ii) the Distribution Agreement and its addenda, (iii) and, in case it is necessary, eventual addenda to the Deed of the 2nd Issue and Deed of the 3rd Issue, as well as other contracts related to items 5.1., 5.2. and 5.3 above-referred, independently of new corporate authorizations to do so.

5.3. Ratify all acts taken by the Company's management, in accordance with the above resolutions.

6. CLOSURE, DRAWING UP AND APPROVAL OF THE MINUTES. There being no further business to address, the floor was offered to those who wished to make use of it, and, as no one did it, these minutes were drawn up, read, found compliant and signed by all attending Board members.

Caxias do Sul, March 21, 2019.

Alexandre Randon

Hugo Eurico Irigoyen Ferreira

Ruy Lopes Filho

Derci Alcântara